

Assurances (WAC 463-42-075)

WAC 463-42-075 GENERAL — ASSURANCES.

The application shall set forth insurance, bonding or other arrangements proposed in order to mitigate for damage or loss to the physical or human environment caused by project construction, operation, abandonment, termination, or when operations cease at the completion of a project's life.

[Statutory Authority: RCW 80.50.040(1). 87-05-017 (Order 87-1), §463-42-075, filed 2/11/87.

Statutory Authority: RCW 80.50.040(1) and chapter 80.50 RCW.

81-21-006 (Order 81-5), §463-42-075, filed 10/8/81.]

1.3 ASSURANCES (WAC 463-42-075)

Duke Energy Grays Harbor, LLC, and Energy Northwest, collectively the Certificate Holder, is proposing to construct and operate an expansion (Phase II) of the Satsop Combustion Turbine (CT) Project within the site already approved through a Site Certification Agreement. As with the existing project, the applicant will establish and maintain several forms of insurance during construction and operation of the Phase II Project as are required by law, customary business practice, or third-party participants such as lenders. The following coverages will be included:

- Comprehensive General Public Liability – The Certificate Holder will carry Comprehensive General Public Liability insurance including coverage for bodily injury (including death), property damage, independent contractors, products, and completed operations with a limit of liability of \$50 million per occurrence.
- Employer's Liability – The Certificate Holder will carry Employer's Liability insurance with a limit of liability of \$1 million per occurrence.
- Comprehensive Automobile Liability – The Certificate Holder will carry Comprehensive Automobile Liability insurance including coverage for all owned, hired, or non-owned automobiles with a limit of liability of \$50 million per occurrence.
- Workers Compensation – Duke Energy Grays Harbor, LLC will carry Worker's Compensation and other insurance as required by law for all employees of the CT Phase II project.

Consistent with the existing Site Certification Agreement, the Certificate Holder will be responsible as required by law for acts of environmental impairment and expects to compensate for adjudicated damages from operating funds. Consistent with the terms of the approved Initial Site Restoration Plan, the Certificate Holder will retain responsibility for damages or loss and, to the extent site facilities are not otherwise removed, recycled or salvaged, will maintain ongoing responsibility for site facilities and site integrity.